

# **CITY OF BEDFORD**

**Bedford, Virginia**

## **Regular Council Meeting**

### **A G E N D A**

**May 24, 2005**

**7:30 p.m.**

#### **Administrative**

Approval of Minutes  
Report of City Manager  
Council Comments  
Report of Council Committees  
Revisions to Agenda

#### **Public Hearings**

1-FIN-2-24-5-24	Proposed Budget for Fiscal Year 2005-2006
2-SCH-1-1-5-24	Appointment of Members to City School Board

#### **Consent Agenda**

3-P/CD-1-5-5-24	Appointment of Members – Keep Bedford Beautiful Commission
4-REC-1-5-5-24	Appointment of Members – Recreation Advisory Committee
5-CITY-15-4-5-24	Appointment of Member – Regional Library Board
6-P/CD-2-1-1-5-24	Appointment of Member – Local Building Code Board of Appeals

#### **Old Business**

#### **New Business**

7-FIRE-1-1-5-24	Presentation – Bedford Fire Department
8-REC-2-3-5-24	Resolution – Dixie Youth Baseball
9-MISC-3-2-5-24	Bedford City/County Museum Lease
10-PD-1-3-5-24	Ordinance Readopting and Reenacting Code Provisions Dealing with Traffic Laws
11-PD-5-1-5-24	Resolution – 2005 VDEM Domestic Preparedness Grant
	Budget Work Session
	Closed Session pursuant to Section 2.2-3711 (a) (7) of the Code of Virginia of 1950, as amended, for consultation with legal counsel regarding potential contract negotiations

## (CITY SEAL)

**NOTICE**  
**SYNOPSIS OF BUDGET FOR FISCAL YEAR JULY 1, 2005 TO JUNE 30, 2006**  
**CITY OF BEDFORD, VIRGINIA**

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL MAY 24, 2005 AT 7:30 P.M. IN THE COUNCIL HALL OF THE CITY MUNICIPAL BUILDING IN RELATION TO THE BUDGET FOR THE CITY OF BEDFORD FOR FISCAL YEAR 2005-06, AT WHICH TIME ANY CITIZEN OF THE CITY SHALL HAVE THE RIGHT TO ATTEND AND STATE HIS OR HER VIEWS. DETAILED COPIES OF THE BUDGET ARE AVAILABLE FOR INSPECTION DURING NORMAL OFFICE HOURS IN THE OFFICE OF THE CITY MANAGER AND THE OFFICE OF THE CLERK OF COUNCIL.

REVENUE		EXPENDITURES	
<b>GENERAL FUND</b>		<b>GENERAL FUND</b>	
Cash on hand beginning of year	1,500,000	Legislative department	41,750
Real property taxes	2,918,000	General & Financial Administration	974,145
Other general property taxes	1,479,000	Reassessment	87,250
Other local taxes	1,837,400	Board of Election	52,330
Permits, privilege fees & regulatory licenses	808,100	Judicial Administration	34,800
Fines & forfeitures	48,000	Public Safety	2,814,350
Revenue from use of money & property	198,000	Public Works	1,883,740
Charges for services	110,500	Health & Welfare	622,400
Miscellaneous revenue	432,500	Education	6,355,350
Recovered costs	188,100	Parks, Recreation & Cultural	955,550
Revenue from the Commonwealth	336,700	Community Development	459,700
Shared expenses	161,200	Non-departmental	3,000
Categorical aid	920,350	Debt Service	821,350
Non-revenue receipts	174,500	Capital Outlay	617,475
School revenue	4,473,300	Transfer to other funds	300,000
Transfer from Electric Fund	1,467,000	Contingency	1,029,460
<b>TOTAL GENERAL FUND</b>	<b>17,052,650</b>	<b>TOTAL GENERAL FUND</b>	<b>17,052,650</b>
<b>SOLID WASTE FUND</b>		<b>SOLID WASTE FUND</b>	
Refuse collection charges	350,000	General administration	148,600
Recycling collection charges	120,800	Refuse collection	205,400
Refuse disposal charges	503,000	Refuse disposal	342,500
Redemption of recyclables	5,000	Recycling	76,200
Revenue from use of money & property	7,400	Other expenses	0
Other revenue	1,028,800	Debt service	522,300
Transfer from general fund	300,000	Capital outlay	1,020,000
<b>TOTAL SOLID WASTE FUND</b>	<b>2,315,000</b>	<b>TOTAL SOLID WASTE FUND</b>	<b>2,315,000</b>
<b>WATER &amp; SEWER FUND</b>		<b>WATER &amp; SEWER FUND</b>	
Cash on hand beginning of year	328,680	General Administration	197,200
Sewage treatment charges	1,610,000	Supply & Purification	470,930
Sale of water	1,110,200	Transmission & Distribution	193,350
Wastewater discharge permits	21,500	Wastewater Treatment	964,470
Revenue from use of money & property	0	Maintenance of sewer lines	352,900
Other non-revenue receipts	3,174,800	Wastewater-Pretreatment	104,480
Connection fees	100,000	Debt Service	1,141,350
Facility fees	60,000	Capital Outlay	2,980,500
		Contingency	-
<b>TOTAL WATER &amp; SEWER FUND</b>	<b>6,405,180</b>	<b>TOTAL WATER &amp; SEWER FUND</b>	<b>6,405,180</b>
<b>ELECTRIC FUND</b>		<b>ELECTRIC FUND</b>	
Cash on hand beginning of year	1,000,000	Supervision & Engineering	1,213,400
Revenue from use of money & property	180,000	Power generation	237,000
Sale of electricity	15,656,500	Purchased Power	10,747,400
Gross receipts tax	221,600	Transmission & Distribution expenses	1,021,300
Other non-revenue receipts	882,100	Transmission-Substations	65,000
		Meter Reading	78,500
		Right of Way Crew	149,400
		Other Expenses	30,000
		Debt Service	1,518,200
		Capital Outlay	1,413,000
		Transfer to Other Funds	1,467,000
<b>TOTAL ELECTRIC FUND</b>	<b>17,940,200</b>	<b>TOTAL ELECTRIC FUND</b>	<b>17,940,200</b>
<b>E911 FUND</b>		<b>E911 FUND</b>	
Cash on hand beginning of year	26,500	Operating Expenditures	142,500
Telephone Charges	147,800	Debt Service	31,800
<b>TOTAL E911 FUND</b>	<b>174,300</b>	<b>TOTAL E911 FUND</b>	<b>174,300</b>

(CITY SEAL)

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that, pursuant to Section 22.1-29.1 of the Code of Virginia of 1950, as amended, the City Council of the City of Bedford will hold a public hearing at 7:30 p.m. on May 24, 2005, in the Council Hall of the Municipal Building, for the purpose of receiving the views of citizens on the appointment of members to the City School Board.

Any citizens who wish to be considered for appointment to the City School Board should notify the office of the City Manager, P. O. Box 807, Bedford, VA 24523, phone 587-6001, no later than May 19, 2005.

Publish: May 11, 2005

(Bill City Manager's Office)

*William H.ROSS*

*1097 Granite Drive*

*Bedford, VA. 24523*

*540-586-8383*

*W.h.ross@worldnet.att.net*

*April 11, 2005*

*Mr. Craig Meadows*

*City Manager*

*215 East Main Street*

*Bedford, Virginia 24523*

*Dear Craig:*

I would like to be considered by the City Council for another term on the Bedford City School Board.

Thank you.

Very truly yours,

William H. Ross

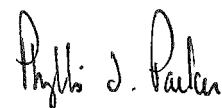
May 17, 2005

Craig Meadows – City Manager  
215 E. Main Street  
Bedford, Va 24523

Dear Mr. Meadows:

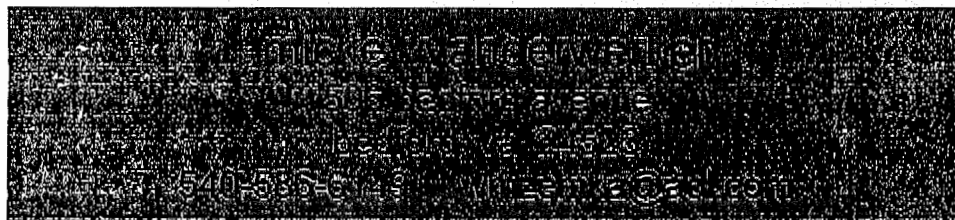
I am writing you to let you know that I am interested in being on the City School board. I have an interest in the welfare of the children and parents of the City of Bedford. If you should want to contact me you may reach me @ 586-7628 (W) or 586-0832 (H)

Sincerely

A handwritten signature in dark ink, appearing to read "Phyllis J. Parker". The script is cursive and somewhat stylized.

Phyllis J. Parker

MAY 17 2005



Dear Members of City Council:

I thank you for the opportunity to serve the citizens of Bedford as a member of the Bedford City School Board and as the city representative on the Bedford County School Board. I have learned a lot during my terms on these boards. I believe that I have contributed positively to both Boards.

As my terms expire on June 30, 2005, I would like to be reconsidered for appointment to both the City School Board and as the city representative to the County School Board.

If I can provide further information, please do not hesitate to contact me at 540-586-6149.

Sincerely,

A handwritten signature in black ink, appearing to read "Mickey VanDerwerker", with a long, sweeping underline.

Mickey VanDerwerker

May 18, 2005

**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Consent Agenda

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 18, 2005

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**PRESENTATION:**

Appointment of Members– Keep Bedford Beautiful Commission

The terms of two members of the Keep Bedford Beautiful Commission expire on June 30, 2005. Pat Hunziker and Amber Hunziker have indicated their willingness to serve another term if reappointed by Council. Mr. Robert Miller, Ms. Belle Harrell and Ms. Barbara Falcone have also expressed an interest in serving. The vacancies have been advertised in the local newspaper, and no other citizens have volunteered to serve.

**ACTION REQUESTED:**

Council is requested to reappoint Pat Hunziker and Amber Hunziker to serve on the Keep Bedford Beautiful Commission, said terms to expire June 30, 2008. Council is also requested to appoint Robert Miller, Belle Harrell and Barbara Falcone to serve on the Keep Bedford Beautiful Commission, said terms to expire June 30, 2008.

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DATE:_____	FLOOD	YES	NO	OTHER	CITY ATTY.	ROUTING	
	HUBBARD	( )	( )	( )	( )	HR	( )
APPROVED ( )	MESSIER	( )	( )	( )	CITY TREAS.	PKS/REC/CEM	( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.DEV.	POLICE	( )
DEFERRED TO:	STANLEY	( )	( )	( )	COMM.REV.	PUBLIC WKS.	( )
_____	THARP	( )	( )	( )	ELECTRIC	SEWER	( )
	WANDREI	( )	( )	( )	ENGINEERING	WATER	( )
					FINANCE	OTHER:_____	
					FIRE DEPT.	( )	

# Memo

To: City Council

From: Cayce Campbell

Date: May 20, 2005

Re: Keep Bedford Beautiful Commission Appointments

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The following members would like their appointment to the Keep Bedford Beautiful Commission renewed:

Particia Hunziker  
Amber Hunziker

The following citizens would like to be appointed to the Keep Bedford Beautiful Commission:

**Belle Harrell**

1238 Windsor Drive  
Bedford, VA 24523  
(540) 587-9118

**Barbara Falcone**

3502 Fancy Farm Road  
Bedford, VA 24523  
(540) 586-1926



ROBERT E. MILLER  
804 Peaks Street  
Bedford, Virginia 24523  
(540) 586-7331

January 3, 2005

Mr. Craig Meadows, City Manager  
City of Bedford  
P. O. Drawer 807  
Bedford, VA 24523

RE: KEEP BEDFORD BEAUTIFUL COMMISSION

Dear Craig:

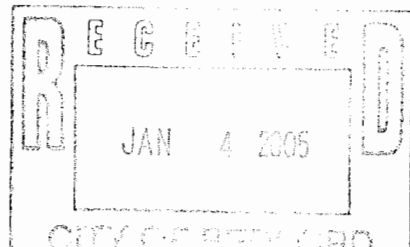
This letter shall serve as my request to fill the vacant position on the Keep Bedford Beautiful Commission. I am especially interested the photography contest the commission has and feel my experience in that field and knowledge of numerous photographers in the area could help in not only judging for the contest, but expanding interest in the contest.

I would appreciate your considering me to fill the vacant position on the Commission and would be glad to meet with you if you would like to discuss this with me further.

Sincerely,

*Robert E. Miller*

Robert E. Miller



**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Consent Agenda

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 18, 2005

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**PRESENTATION:**

Appointment of Members– Recreation Advisory Committee

Two appointments to the Recreation Advisory Committee will expire on June 30, 2005. Mr. Michael Johnson has indicated his willingness to serve another term, if reappointed by Council, and Mr. Mark Petersen of 1131 Coolbrook Road is willing to serve on this board, if appointed by Council. The vacancies have been advertised in the local newspaper, and no other citizens have volunteered to serve.

**ACTION REQUESTED:**

Council is requested to reappoint Michael Johnson to serve on the Recreation Advisory Committee, said term to expire June 30, 2008, and appoint Mark Petersen to serve on the Recreation Advisory Committee, said term to expire June 30, 2008.

		YES	NO	OTHER	ROUTING	
DATE:_____	FLOOD	( )	( )	( )	CITY ATTY. ( )	HR ( )
	HUBBARD	( )	( )	( )	CITY TREAS. ( )	PKS/REC/CEM ( )
APPROVED ( )	MESSIER	( )	( )	( )	COMM.DEV. ( )	POLICE ( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.REV. ( )	PUBLIC WKS. ( )
DEFERRED TO:	STANLEY	( )	( )	( )	ELECTRIC ( )	SEWER ( )
_____	THARP	( )	( )	( )	ENGINEERING ( )	WATER ( )
	WANDREI	( )	( )	( )	FINANCE ( )	OTHER:_____
					FIRE DEPT. ( )	

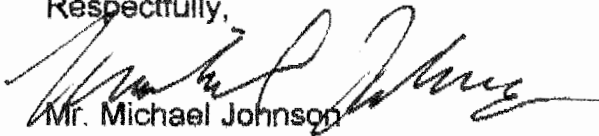
April 11, 2005

F. Craig Meadows  
City Manager  
P. O. Box 807  
Bedford, VA 24523

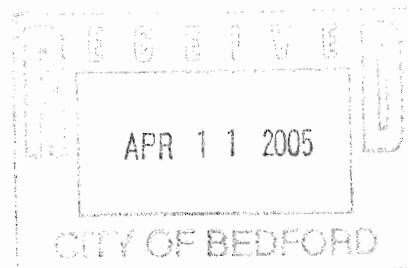
Dear Mr. Meadows,

I (Michael Johnson) would like to request to be reinstated for another term as a member of the City of Bedford Recreation Advisory Board. I consider it an honor to serve on this board and I look forward to working and serving on the board in the future for the support and betterment of our City of Bedford Parks and Recreation programs.

Respectfully,



Mr. Michael Johnson  
401 West Main St.  
Bedford, Va. 24523  
(540) 586 4840  
mjohnson@Des-Champs.com



April 10, 2005

F. Craig Meadows  
City Manager  
P. O. Box 807  
Bedford, VA 24523

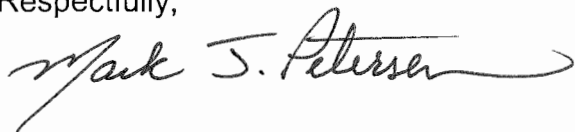
Dear Mr. Meadows,

I, Mark Petersen, request to be a member of the City of Bedford Recreation Advisory Board. I look forward to working and serving on the board for the support and betterment of our City of Bedford Parks and Recreation program.

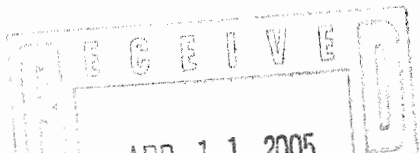
My address and telephone number are as follows:

1131 Coolbrook Rd.  
Bedford, VA 24523  
540-586-0491

Respectfully,

A handwritten signature in black ink that reads "Mark J. Petersen". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Mark Petersen



**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Consent Agenda

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**DATE OF COUNCIL MEETING:** May 24, 2004

**DATE:** May 18, 2004

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**PRESENTATION:**

Appointment of Member – Regional Library Board

The term of Mr. Winston Burks on the Regional Library Board expires on June 30, 2005. As Mr. Burks has served two terms on the Library Board, he is ineligible for reappointment. However, Ms. Penny Carter has expressed her willingness to serve, if appointed by Council. The vacancy has been advertised in the local newspaper, and no other citizens have volunteered to serve.

**ACTION REQUESTED:**

City Council is requested to appointment Ms. Penny Carter to the Regional Library Board, said term to expire June 30, 2009.

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		YES	NO	OTHER	ROUTING	
DATE: _____	FLOOD	( )	( )	( )	CITY ATTY. ( )	HR ( )
	HUBBARD	( )	( )	( )	CITY TREAS. ( )	PKS/REC/CEM ( )
APPROVED ( )	MESSIER	( )	( )	( )	COMM.DEV. ( )	POLICE ( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.REV. ( )	PUBLIC WKS. ( )
DEFERRED TO:	STANLEY	( )	( )	( )	ELECTRIC ( )	SEWER ( )
_____	THARP	( )	( )	( )	ENGINEERING ( )	WATER ( )
	WANDREI	( )	( )	( )	FINANCE ( )	OTHER: _____
					FIRE DEPT. ( )	

Ethrillian P. Carter  
1007 Lake Drive  
Bedford, VA 24523  
540-586-2578  
penlake@charter.net

May 5, 2005

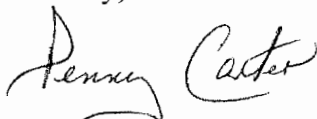
Craig Meadows  
Bedford City Manager  
215 E. Main St  
Bedford, VA 24523

Dear Mr. Meadows,

This is to inform you of my interest in an appointment to the Bedford Public Library System Board of Trustees. I have previously served on our Library Board and have a great love and appreciation for our system and the contribution it makes to all of our citizens in the City and County.

I would consider it an honor to serve on this Board again.

Sincerely,

A handwritten signature in cursive script that reads "Penny Carter". The signature is written in dark ink and is positioned above the printed name.

Ethrillian "Penny" Carter

bcc: Peggy Bias  
Bedford Public Library System

**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Consent Agenda

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 19, 2005

---

**PRESENTATION:**

Appointment of Member– Local Building Code Board of Appeals

The term of Mr. Jonathan Buttram on the Local Building Code Board of Appeals expires on June 11, 2005. Mr. Buttram has expressed a willingness to serve another term on the Board, if reappointed by Council. The vacancies have been advertised in the local newspaper, and no other citizens have volunteered to serve.

**ACTION REQUESTED:**

Council is requested to reappoint Mr. Jonathan Buttram to serve a five-year term on the Local Building Code Board of Appeals, said term to expire June 11, 2010.

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DATE:_____	FLOOD	YES	NO	OTHER	CITY ATTY.	ROUTING	
	HUBBARD	( )	( )	( )	( )	HR	( )
APPROVED ( )	MESSIER	( )	( )	( )	CITY TREAS.	PKS/REC/CEM	( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.DEV.	POLICE	( )
DEFERRED TO:	STANLEY	( )	( )	( )	COMM.REV.	PUBLIC WKS.	( )
_____	THARP	( )	( )	( )	ELECTRIC	SEWER	( )
	WANDREI	( )	( )	( )	ENGINEERING	WATER	( )
					FINANCE	OTHER:_____	
					FIRE DEPT.	( )	



**CITY OF BEDFORD**  
**INTEROFFICE MEMORANDUM**

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**TO:** DEBRA ANDERSON  
**FROM:** JIMMY A. ENGLISH, BUILDING OFFICIAL  
**SUBJECT:** BLDG CODE BD OF APPEALS – REAPPOINTMENT - JONATHAN D BUTTRAM  
**DATE:** 5/20/2005  
**CC:** BART, MARG, FILE

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Debra,

Jonathan D Buttram has indicated he would like to serve another term on the Building Code Board of Appeals. Please request City Council to re-appoint him.

Thanks,

Jimmy



**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Presentation - Bedford Fire Department

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 18, 2005

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**PRESENTATION:**

Fire Chief Todd Stone will be present to discuss the desire of the Fire Department to purchase a new ladder truck.

**ACTION REQUESTED:**

None required.

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		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	( )	( )	( )	CITY ATTY. ( )	HR ( )
	HUBBARD	( )	( )	( )	CITY TREAS. ( )	PKS/REC/CEM ( )
APPROVED ( )	MESSIER	( )	( )	( )	COMM.DEV. ( )	POLICE ( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.REV. ( )	PUBLIC WKS. ( )
DEFERRED TO:	STANLEY	( )	( )	( )	ELECTRIC ( )	SEWER ( )
_____	THARP	( )	( )	( )	ENGINEERING ( )	WATER ( )
	WANDREI	( )	( )	( )	FINANCE ( )	OTHER:_____
					FIRE DEPT. ( )	

**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Resolution – Dixie Youth Baseball

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 18, 2005

---

**PRESENTATION:**

In recognition of the 50<sup>th</sup> Anniversary of Dixie Youth Baseball, City Council is requested to adopt a Resolution proclaiming June 5, 2005 through June 11, 2005 as Dixie Youth Baseball week in the City of Bedford.

**ACTION REQUESTED:**

City Council is requested to adopt a Resolution proclaiming June 5, 2005 through June 11, 2005 as Dixie Youth Baseball week in the City of Bedford.

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DATE:_____	FLOOD	YES	NO	OTHER	CITY ATTY.	ROUTING	
	HUBBARD	( )	( )	( )	( )	HR	( )
APPROVED ( )	MESSIER	( )	( )	( )	CITY TREAS.	PKS/REC/CEM	( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.DEV.	POLICE	( )
DEFERRED TO:	STANLEY	( )	( )	( )	COMM.REV.	PUBLIC WKS.	( )
_____	THARP	( )	( )	( )	ELECTRIC	SEWER	( )
	WANDREI	( )	( )	( )	ENGINEERING	WATER	( )
					FINANCE	OTHER:_____	

## **Resolution**

**WHEREAS**, the founders of Dixie Youth Baseball believed that local communities should determine the best operation of youth baseball programs within their athletic organizations; and

**WHEREAS**, the founders of Dixie Youth Baseball believed that the leagues within the local communities should be given the opportunity to suggest rules and policies changes for participation within their programs; and

**WHEREAS**, the founders of Dixie Youth Baseball believed the local communities should participate in the election of the leaders of for this program on the local and national level; and

**WHEREAS**, the founders of Dixie Youth Baseball believed a good program should develop goals and objective which would enhance the development of character, fair play and a love of God & Country for those who participate; and

**WHEREAS**, the founders of Dixie Youth Baseball believed this program should offer all participants the opportunity of continuing education opportunities through contributions which would develop a successful scholarship program that would be available to any person who had been a participant in their years of eligibility; and

**WHEREAS**, the founders of Dixie Youth Baseball developed the rules and guidelines to begin operation of Dixie Youth Baseball in Nineteen Hundred Fifty Five; and

**WHEREAS**, Dixie Youth Baseball now provides recreational opportunities for over 300,000 youngsters in eleven states; and

**WHEREAS**, Dixie Youth Baseball continues to provide a program based on the goals & objectives as set forth in Nineteen Hundred Fifty Five through many wonderful volunteers in these eleven states; and

**WHEREAS**, Dixie Youth Baseball will celebrate its fifty anniversary this year;

**NOW, THEREFORE, BE IT RESOLVED** by the Bedford City Council in a meeting duly assembled that the Council congratulates Dixie Youth Baseball on its fifty anniversary; and

**BE IT FURTHER RESOLVED**, that the week of June 5 – 11, 2005 is declared to be Dixie Youth Baseball week in the City of Bedford; and

**BE IT FURTHER RESOLVED**, that the Mayor & City Council of Bedford express its appreciation to those individuals who serve as administrators, coaches & workers in the Dixie Youth Baseball Program in this community and wish their organization continued success in service to the youth of this community.

**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Bedford City/County Museum Lease

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 19, 2005

---

**PRESENTATION:**

In 1978 the City and County purchased the Masonic Building and lot located at the northeast corner of Court Street and East Main Street. The property was purchased from the trustees of Liberty Lodge Number 95, of the Ancient Free and Accepted Masons for the purpose of providing a location for a City/County Museum. The real estate was conveyed by the trustees to the City and County by a deed dated August 30, 1978 and recorded in Deed Book 469, at page 279.

On September 25, 1978, the State Corporation Commission issued a charter for a non-stock corporation named "Bedford City/County Museum." The charter named nine initial members of the board of directors and provided that the corporation would have no members, but the existing directors would fill vacancies and select successor directors.

Subsequently, the two jurisdictions entered into a written lease agreement dated November 28, 1978 between the two jurisdictions and the Bedford City/County Museum. The lease provided for a term of 20 years which would expire on November 27, 1998. Among other provisions, the lease required the private Museum Corporation to be responsible for all maintenance and repair expenses and to provide fire insurance upon the building.

Since the expiration of the lease on November 27, 1998, the Museum Corporation has continued to operate the Museum and the lease has continued on a year-to-year basis with the Museum Corporation as a holdover tenant. The Museum Board has been concerned about the obligation for maintenance and capital improvements and has suggested that the City and County also could assume the fire insurance costs. The County Attorney drafted a revised lease in November 2003 which only partially addressed these issues. The City Attorney, last spring, made suggestions for other changes which were later incorporated into a revised lease this past fall. The City Manager has presented the lease for consideration by the Museum Board and has discussed it with Annie Pollard, Chairman of the Bedford City/County Museum. The City anticipates that the Museum Board will approve the proposals.

The revised lease contains the following changes from the old one:

- (a) Cities in Virginia cannot lease property for over five (5) years without taking bids. County and City staffs both feel that a five year lease would be appropriate under the circumstances so that the matter can reviewed periodically.
- (b) The proposed lease places upon the landlord the duty to make exterior and structural repairs, including electrical, plumbing, and elevator repairs. Routine maintenance and janitorial services would be the responsibility of the tenant. The landlords would be responsible for maintenance of the parking area.
- (c) Any substantial alterations, renovations, or improvements would require the landlord's consent, which cannot be withheld unreasonably. Provision is made for the City Manager and County Administrator to approve such changes.
- (d) The landlords will maintain fire insurance on the building, and the tenant will provide other insurance, including liability insurance indemnifying the landlords. The landlords agree to repair any damage to the building, and the landlords can terminate the lease if, in their opinion, the premises become untenable and repairs cannot be completed within 90 days.
- (e) The revised lease also contains a provision calling for one appointee of the Board of Supervisors and one appointee of the City Council to serve as ex-officio members of the Museum Board with full voting rights in all matters other than extension of the lease. The intention of this provision is to give the two bodies some oversight and voice in routine maintenance issues which could avoid capital expenditures that the jurisdictions, as landlords, might incur if the Museum Board did not address routine maintenance issues.

The County has suggested putting the building on its fire insurance policy with the City as an additional insured. In addition the City and County would address major structural repairs as they occur. The City Manager and County Administrator should enter into a memorandum of agreement in respect to these two matters.

**ACTION REQUESTED:**

The City Manager recommends that the City Council authorize the execution of the lease agreement between the parties in substantially the same form and with substantially the same provisions as the lease agreement that has been presented to the Museum Board.

		YES	NO	OTHER	<u>ROUTING</u>	
DATE: _____	FLOOD	( )	( )	( )	CITY ATTY. ( )	HR ( )
	HUBBARD	( )	( )	( )	CITY TREAS. ( )	PKS/REC/CEM ( )
APPROVED ( )	MESSIER	( )	( )	( )	COMM.DEV. ( )	POLICE ( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.REV. ( )	PUBLIC WKS. ( )
DEFERRED TO:	STANLEY	( )	( )	( )	ELECTRIC ( )	SEWER ( )
_____	THARP	( )	( )	( )	ENGINEERING ( )	WATER ( )
	WANDREI	( )	( )	( )	FINANCE ( )	OTHER: _____
					FIRE DEPT. ( )	

**THIS LEASE AGREEMENT**, made and entered into this 23<sup>rd</sup> day of May, 2005, by and between the CITY OF BEDFORD, VIRGINIA, and the COUNTY OF BEDFORD, VIRGINIA, parties of the first part, hereinafter (referred to as "City and County" or "Lessors"); and the BEDFORD CITY/COUNTY MUSEUM, being a non-profit corporation formed under the laws of Virginia, party of the second part, (hereinafter referred to as "Corporation" or "Lessee").

WITNESSETH

That for and in consideration of One Dollar (\$1.00) paid by the Corporation unto the Lessors, receipt of which is hereby acknowledged, the parties agree as follows:

**(1) PROPERTY LEASED:**

The Lessors hereby lease to the Corporation and the Corporation hereby leases from the Lessors all that certain lot or parcel of land and the building situate thereon, located within the City of Bedford, Virginia, at the corner of Main and Court Streets known as the "Masonic Building".

**(2) CONSIDERATION:**

The consideration for the lease shall be the Corporation's operating a museum in said building and providing routine maintenance in accordance with this lease in order to preserve the Masonic Building as a site of historic interest and value. There shall be no periodic rent.

**(3) TERM:**

This lease shall commence on June 1, 2005 terminating at 12:00 midnight on May 30, 2010 and shall continue for a term of five (5) years. The

parties anticipate signing amendments to this lease extending the aforesaid lease for additional five (5) year terms. Should the Corporation dissolve, the lease shall terminate.

**(4) REPAIRS:**

a. The Lessors shall make all exterior repairs, including repair of the roof, parking area, foundation, outer walls, and windows and doors (but not glass or any property installed or owned by Lessee), as well as mechanical systems including heating and air conditioning units, electrical and plumbing systems, and elevator. Lessor shall be responsible for all repairs necessitated by casualty losses covered by casualty insurance provided in this lease agreement.

b. Except for the responsibilities of Lessors under paragraph a, Lessee, during the term of the lease, must maintain the leased premises and every part in its good repair as when taken, reasonable wear and use of it and damage by the elements excepted (and at the expiration of the term yield and deliver up the premises in as good condition). Lessee must keep all glass which encloses or is part of the leased premises in good repair and replace any glass which becomes cracked or broken. Lessee shall make all necessary incidental repairs to the interior of the demised premises and shall maintain the interior in good condition.

**(5) ALTERATIONS, RENOVATIONS, AND REMODELING:**

Lessors reserve the right to enter the demised premises for inspection. Lessee shall make no alterations to the building on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessors, which consent shall not be unreasonably withheld. Written consent may be given by the City Manager and County Administrator as agents for Lessors. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided

by written agreement between Lessors and Lessee, be the property of Lessors and remain on the demised premises at the expiration of sooner termination of this lease. All such work shall be done subject to the rules, regulations and laws of the appropriate departments or agencies of the City of Bedford, Virginia.

**(6) UTILITIES:**

Corporation shall be responsible for any and all utility services furnished to said building.

**(7) RESTRICTIONS ON USE:**

Said building shall only be used for a museum and related purposes. In addition, no use shall be permitted to be made that shall result in the waste of the premises or cause a public or private nuisance.

**(8) LIABILITY OF LESSORS:**

Lessee shall not hold Lessors liable for any damages from any cause whatsoever. Lessee hereby assumes all risks of every kind, whether to property or persons, in connection with the Lessee's occupancy or possession of the leased premises, whether the same arises from defects latent or patent in connection with the building or any part of the leased premises and whether or not the same were known by the Lessors at the time of the making of this lease and were not disclosed by the Lessors at the time or at any subsequent time. It is further covenanted and agreed that the Lessors shall not be liable to the Lessee for negligence, default, or misfeasance of other tenants, if any, or employees of said building. The Corporation shall indemnify Lessors on account of any damage or injury to any person, or to the goods of any person arising from the use of the premises by the Corporation, or arising from the failure of the Corporation to keep the premises in good condition as provided herein.

**(9) INSURANCE:**

a. *Lessee to obtain public liability insurance.* Lessee, at its own expense, at all times during the term of this lease agreement shall maintain in force a policy or policies of insurance written by one or more responsible insurance



carriers approved by Lessors, which will insure Lessors and Lessee against liability for injury to or death of persons or loss or damage of property occurring in or about the demised premises. The liability coverage under such policies shall include a minimum of combined single limit coverage in the amount of not less than \$1,000,000 per occurrence and general aggregate coverage of \$2,000,000.

b. *Lessor to obtain fire insurance on demised premises.* Lessors shall maintain in force at all times during the terms of this lease agreement a policy or policies of fire insurance to the extent of at least 100% of the insurable value of the demised premises. If permitted without additional charge, Lessor shall cause to be endorsed on their fire insurance and any extended coverage policy or policies a waiver of the right of subrogation.

c. *Lessee to obtain worker's compensation insurance.* Lessee shall maintain and keep in force all worker's compensation insurance required under the laws of the Commonwealth of Virginia and such other insurance as may be necessary to protect Lessors against any other liability to person or property arising under this lease agreement by operational law, whether such law be now enforced or adopted subsequent to the execution of this lease agreement.

d. *Lessee's waiver of casualty insurance proceeds.* In the event the demised premises shall be damaged or destroyed by fire or other casualty so insured against, Lessee shall claim no interest in any insurance settlement arising out of any such loss if the insurance premiums were paid by Lessor or if the Lessor was named as the sole beneficiary. Lessee shall execute all documents required by Lessor or the insurance company or companies which may be necessary for use in connection with the settlement of any such loss.

e. *Lessee's failure to insure.* Should Lessee fail to keep in effect and pay for such insurance as it is in this section required to maintain, Lessor may do so, in which event the insurance premiums paid by Lessor shall become due and payable forthwith, and failure of Lessee to pay such amount on demand shall constitute a breach of this lease agreement.

f. *Lessee's property.* Lessee shall obtain and maintain any other insurance that Lessee desires on the demised premises or on the personal property of the Lessee on the demised premises at the expense of the Lessee. Any additional insurance desired by the Lessee may be written by any carrier selected by Lessee.

**(10) DAMAGE OR DESTRUCTION:**

a. In the event the demised premises are damaged by fire or other cause, Lessors, at their sole cost and expense as soon as reasonably possible thereafter, shall commence repair, restoration, and reconstruction of the demised premises and prosecuted diligently until completion. In the event the damage to the demised premises or the building in which the demised premises are located is of a nature that cannot be repaired, restored or reconstructed within ninety (90) days of the date of damage, or such longer period as may be mutually agreed by the parties, and subject in any event to *force majeure*, either party may cancel and terminate this lease agreement by giving the other party notice in writing of intention to cancel no later than thirty (30) days after determination that the repair will require more than ninety (90) days to complete, whereupon the term of the lease agreement shall terminate upon the thirty (30) days after such notice is given.

b. If the leased premises are damaged due to fire or other casualty, Lessee at its own cost and expense must remove its furniture and collections and other belongings from the leased premises as required by Lessors in order to repair and restore the leased premises.

c. Lessors are the sole judge as to the extent of the untenability of the leased premises and of the time required for the repair and restoration of the leased premises.

d. Lessors and Lessee each release the other from any liability resulting from damage by fire or other peril covered by extended coverage insurance with waiver of subrogation normally available in the Commonwealth of Virginia irrespective of the cause of loss.

e. Upon any termination of this lease agreement under any provisions of this section, the parties shall be released without further obligation to the other as of the termination date.

**(11) DEFAULTS AND REMEDIES:**

a. Events of Default. Any one or more of the following events shall constitute a material default and breach of this lease agreement by tenant:

1. Tenant shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the tenant or of all or a substantial part of its assets, or (ii) file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or (v) file an answer admitting the material allegation of a petition filed against the Lessee in any bankruptcy, reorganization or insolvency proceedings, or (vi) an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the tenant as a bankrupt or insolvent or approving a petition seeking reorganization of the tenant or appointing a receiver, trustee, or liquidator of the tenant or of all or a substantial part of its assets, and that order, judgment or decree shall continue unstayed and in effect for any period of fifteen (15) consecutive days; or

2. The tenant shall for any reason, vacate or abandon the demised premises. Vacation and abandonment includes, but is not limited to, any absence of tenant from the demised premises or failure to open offices or actively utilize the premises as a public museum for a period of thirty (30) days or more.

3. Tenant shall fail to perform, keep or fulfill any of the other covenants, obligations or conditions of this lease to be performed, kept or fulfilled by tenant and any default shall continue for a period of fifteen (15) days after notice of it by landlord to tenant specifying the general nature of the default (or, if the default is of such a nature that it cannot be completely cured

within such period, tenant does not commence to cure the default within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default).

b. Notice of Termination. In the case of any event of default upon expiration of the applicable periods of grace above mentioned, the landlord may give to the tenant a notice of intention to terminate a lease after the expiration of ten (10) days from the date of giving of any notice, and on the date set forth in the notice the term of this lease and all right, title and interest of the tenant under it shall expire as fully as if that day were the dates specifically set the expiration of the term of this lease, and tenant will then quit and surrender the leased premises to the landlord. If, upon receipt of the ten (10) day notice, tenants proceeds promptly and with all due diligence to cure the default and then to prosecute the curing of the default with all due diligence within the ten day period, the time for tenant to cure the default shall be extended for that period necessary to cure it with all due diligence, and the notice shall be of no force and the rights of the parties shall be the same as existed prior to giving of the notice.

c. Lessor's right of entry upon default. In the case of the happening of an event of default which is not cured within the time specified and upon expiration of the ten day notice of intention to terminate the lease, the landlord and the landlord's agents and servants may immediately or any time afterwards re-enter the leased premises and remove all persons and all or any property, either by any suitable action or proceeding at law or by force or otherwise, and the landlord shall repossess and enjoy the leased premises together with all additions, alterations and improvements.

**(12) NOTICES:**

All notices under this lease shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally to both Lessors and to Lessee at the following addresses, or such other address as may have been designated by written notice hereunder. The present addresses are as follows:

To Lessors:

The City of Bedford, Virginia  
215 E. Main Street  
P.O. Drawer 807  
Bedford, Virginia 24523  
ATTN: City Manager

County of Bedford, Virginia  
122 East Main Street  
Suite 202  
Bedford, Virginia 24523  
ATTN: County Administrator

To Lessee:

Bedford City/County Museum  
201 E. Main Street  
Bedford, Virginia 24523  
ATTN: Director

**(13) REPRESENTATION ON BOARD DURING THE TERM OF THIS  
LEASE:**

Lessee agrees that the Bedford County Board of Supervisors and the Bedford City Council shall each designate a representative to serve as an ex-officio member of the Museum Board. Such representation shall serve a five year term, but at the pleasure of the respective appointing governing bodies. Such board members shall have full voting rights except as to matters involving the extension of this lease agreement. The Museum Board shall use its best efforts to cause such changes to the governing documents of the Museum as may be necessary to implement this paragraph. Until such time, the representatives of the City and County shall serve as ex officio members of the Museum Board of Directors, without voting privileges.

WITNESS THE FOLLOWING SIGNATURES:

Approved as to form:

The City of Bedford

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Its City Manager

Approved as to form:

The County of Bedford

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Its County Administrator

Bedford City/County Museum

\_\_\_\_\_  
Its \_\_\_\_\_

**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Ordinance Readopting and Reenacting Code Provisions Dealing with Traffic Laws

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 19, 2005

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**PRESENTATION:**

Attached is an ordinance which readopts and reenacts § 13-2 of the City Code, incorporating by reference current provisions of the Code of Virginia dealing with traffic laws and motor vehicle operation. Failure to adopt this ordinance would mean that offenders would have to be charged under the State law rather than the City law. Any fines collected would then be payable to the State rather than to the City. The ordinance has been posted in three locations in the City, in accordance with § 2-30 of the City Code.

**ACTION REQUESTED:**

City Council is requested to adopt the attached ordinance, readopting and reenacting code provisions dealing with traffic laws.

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		YES	NO	OTHER	ROUTING	
DATE:_____	FLOOD	( )	( )	( )	CITY ATTY. ( )	HR ( )
	HUBBARD	( )	( )	( )	CITY TREAS. ( )	PKS/REC/CEM ( )
APPROVED ( )	MESSIER	( )	( )	( )	COMM.DEV. ( )	POLICE ( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.REV. ( )	PUBLIC WKS. ( )
DEFERRED TO:	STANLEY	( )	( )	( )	ELECTRIC ( )	SEWER ( )
_____	THARP	( )	( )	( )	ENGINEERING ( )	WATER ( )
	WANDREI	( )	( )	( )	FINANCE ( )	OTHER:_____
					FIRE DEPT. ( )	

**AN ORDINANCE TO READOPT AND REENACT SECTION 13.2 OF THE CITY CODE  
INCORPORATING BY REFERENCE CURRENT PROVISIONS OF THE CODE OF  
VIRGINIA DEALING WITH TRAFFIC LAWS AND MOTOR VEHICLE OPERATION**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEDFORD, VIRGINIA:**

Section 1. Sec. 13-2 of the City Code is hereby readopted and re-enacted as follows:

Pursuant to the authority of Section 46.2-1313 of the Code of Virginia, the provisions and requirements of the laws of the Commonwealth of Virginia contained in Title 46.2 in Article 9 (Sec. 16.1-278 et seq) of Chapter 11 of Title 16.1, and in Article 2 (Sec. 18.2-266 et seq) of Chapter 7 of Title 18.2, of the Code of Virginia, except those provisions and requirements the violation of which constitute a felony, and except those provisions and requirements which by their very nature can have no application to or within the City, are hereby adopted and incorporated herein by reference and made applicable within the City. References to "Highways of the State" contained in such provisions and requirements hereby adopted, shall be deemed to refer to streets, highways and other public ways within the City. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this Chapter as fully as those set forth at length herein, and it shall be unlawful for any person, within the City, to violate or fail, neglect or refuse to comply with any provision of Title 46.2 or of Article 9 of Chapter 11 of Title 16.1 or of Article 2 of Chapter 7 of Title 18.2 of the Code of Virginia, which are adopted by this Section; provided, that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under such titles of the Code of Virginia.

Section 2. This Ordinance shall become effective on July 1, 2005, upon publication one time, immediately following its passage, in some newspaper published in the City or upon posting at three or more public places in the City for one week, as required by Section 19 of the City Charter.



**CITY OF BEDFORD, VIRGINIA  
CITY COUNCIL  
ACTION FORM**

**ITEM:** Resolution - 2005 VDEM Domestic Preparedness Grant

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**DATE OF COUNCIL MEETING:** May 24, 2005

**DATE:** May 17, 2005

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**PRESENTATION:**

The City Bedford is eligible to receive a Virginia Department of Emergency Management Domestic Preparedness Grant. This grant consists of federal "flow through" money to be used by localities for domestic preparedness. The amount of the grant is \$20,486.00. In order to receive the grant Council must pass a resolution designating an agent to act on behalf of the City. The proposed resolution is attached.

**ACTION REQUESTED:**

City Council is requested to adopt a Resolution designating F. Craig Meadows as the City's agent, appropriate the funds (\$20,486.00) upon receipt to General Fund revenue account 100244.0424, and authorize the appropriation of the above funds to General Fund expenditure account 103122.3871.

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		YES	NO	OTHER	<u>ROUTING</u>	
DATE:_____	FLOOD	( )	( )	( )	CITY ATTY. ( )	HR ( )
	HUBBARD	( )	( )	( )	CITY TREAS. ( )	PKS/REC/CEM ( )
APPROVED ( )	MESSIER	( )	( )	( )	COMM.DEV. ( )	POLICE ( )
DENIED ( )	PADGETT	( )	( )	( )	COMM.REV. ( )	PUBLIC WKS. ( )
DEFERRED TO:	STANLEY	( )	( )	( )	ELECTRIC ( )	SEWER ( )
_____	THARP	( )	( )	( )	ENGINEERING ( )	WATER ( )
	WANDREI	( )	( )	( )	FINANCE ( )	OTHER:_____
					FIRE DEPT. ( )	

# DESIGNATION OF APPLICANTS AGENT

## RESOLUTION

BE IT RESOLVED BY OF City Council OF City of Bedford Virginia  
(Governing Body) (Public Entity)

THAT F. Craig Meadows, City Manager  
(Name of Incumbent) (Official Position)

Is hereby authorized to execute for and in behalf of

City of Bedford, a public entity established under the laws of the State of Virginia,  
this application and to file it in the appropriate State Office for the purpose of obtaining certain Federal financial assistance  
under the OJP, National Domestic Preparedness Office Grant Program(s), administered by the Commonwealth of Virginia.

That, City of Bedford a public entity established under the laws of the  
Commonwealth of Virginia, hereby authorizes its agent to provide to the Commonwealth and to the Office of Justice  
Programs (OJP) for all matters pertaining to such Federal financial assistance any and all information pertaining to these  
Grants as may be requested.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

## CERTIFICATION

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
(name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and correct copy of a  
(entity)

Resolution passed and approved by the \_\_\_\_\_ of \_\_\_\_\_  
(Governing Body) (Public Entity)

On the \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_

Date: \_\_\_\_\_  
(Official Position) (signature)